

120

CORDS  
120

THE STATE OF TEXAS } 1513488  
COUNTY OF HARRIS }

WHEREAS, BETHLY CORPORATION is the owner of the following de-  
scribed tract of land out of the Henry Reiner mann 1/3 League Survey,  
in Harris County, Texas, particularly described as follows:

BEGINNING at the intersection of the south line of West 18th Street and the east line of the Houston Light-  
ing and Power Company's 145 foot strip in the south half  
of the Henry Reiner mann 1/3 League; THENCE East along  
the south line of West 18th Street approximately 1437 feet  
to the west line of a 20-acre oil and gas leasehold de-  
scribed in mineral lease dated June 1, 1938, from Mrs.  
Laura Lackner et vir to Means-McGehee, Inc., recorded  
in Volume 316, Page 185, Contract Records of Harris  
County, Texas (and now held by McGehee Oil Company);  
THENCE South along the west line of said last mentioned  
20-acre mineral leasehold approximately 968 feet to the  
southwest corner of said last mentioned 20-acre mineral  
leasehold in the north line of what has been designated  
on record in various documents as the substitute 50-acre  
drilling site, which point is 387.8 feet North of the  
south line of the Henry Reiner mann 1/3 League Survey;  
THENCE running West along the north line of said 50-acre  
substitute drilling site approximately 1442 feet to the  
east line of Houston Lighting and Power Company's 145-  
foot wide strip; THENCE North along the east line of  
said 145-foot strip approximately 965 feet to the south  
line of West 18th Street to the PLACE OF BEGINNING. Said  
area includes a small portion of a 20-foot wide sanitary  
sewer easement granted to the City of Houston. Said area  
contains 31.96 acres;

and, said BETHLY CORPORATION has subdivided and platted said property  
as shown by the plat of the said Lazybrook Subdivision, Section 2,  
duly recorded in the office of the County Clerk of Harris County,  
Texas, under File No. 1499236, filed the 10th day of October, 1955.

Now therefore, KNOW ALL MEN BY THESE PRESENTS: That BETHLY  
CORPORATION, a Texas corporation, domiciled in Harris County, Texas,  
does for the purpose of creating and carrying out a uniform plan for  
the improvement and sale of lots in said addition as a first class  
restricted district, does hereby establish the following restrictions  
upon the use of said above described property and such restrictions  
shall be referred to, adopted and made a part of each and every con-  
tract and Deed executed by or on behalf of BETHLY CORPORATION, con-  
veying said property or any part thereof by appropriate reference  
to these reservations and restrictions, making the same a part of

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: MAY 04 2000  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Sharon J. Grasshoff* Deputy  
SHARON J. GRASSHOFF

DEED RECORDS  
VOL 3054 PAGE 120

such conveyance to all intents and purposes as though incorporated at length therein; and said restrictions shall be and are hereby imposed upon each lot in said addition for the benefit of each and every other lot and shall constitute covenants running with the land and shall inure to the benefit of BETHLY CORPORATION, its successors and assigns, and to each and every purchaser of land in said addition, and their heirs and assigns; and each such contract and Deed shall be conclusively held to have been so executed, delivered and accepted upon the express conditions herein stated.

BUSINESS AREA

Lots One (1) to Twelve (12), both inclusive, in Block One (1), and Lots One (1) to Four (4), both inclusive, in Block Four (4), as shown on the map of said subdivision (being the lots fronting on West 18th Street Extension) may be used for any retail business, professional offices, theaters, service businesses, or pleasure purposes; but none of said lots shall be used for any heavy industry, immoral or illegal purpose, or any other purpose which creates or emits highly obnoxious odors, vapors /<sup>or noise</sup> which would constitute a serious public nuisance in the vicinity. No building shall be erected, placed or altered on any of said lots nearer to the front lot line than the minimum building set-back lines shown on the recorded plat of said subdivision.

RESIDENTIAL LOTS

1. All lots in said subdivision, except Lots One (1) to Twelve (12), both inclusive, in Block One (1), and Lots One (1) to Four (4), both inclusive, in Block Four (4) (being the lots hereinabove designated as "Business Property") shall be used exclusively for residential purposes.

2. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than one detached single family

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: MAY 04 2000  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

Sharon J. Grasshoff, Deputy  
SHARON J. GRASSHOFF

dwelling not to exceed one story in height and a private garage for not more than three cars, and quarters for bona fide servants domiciled with an owner or tenant. Rental for such servants quarters, however, is strictly prohibited. However, it is expressly provided that one owner of two adjacent residential lots, or parts thereof, may build one structure on the two lots or parts thereof, in accordance with this restriction in which event the outer lot lines of the building site thus created will be considered the side lot lines for all purposes herein, provided, however, that the partition of adjacent lots shall create no lot having a front footage of less than sixty (60) feet, or no lot having an area of less than seven thousand (7,000) square feet.

3. No building shall be erected, placed, or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee.

4. No building shall be located on any residential lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat; and not less than five (5) feet from the side property lines, provided, however, that in the case of <sup>detached garages</sup> garages, the building line shall be three (3) feet from the side property line. No fence shall be erected nearer to the front lot line than the minimum building set-back lines shown on the recorded plat.

5. The ground floor area of the main residential structure, exclusive of open porches and garages, shall not be less than one thousand two hundred (1,200) square feet. All buildings shall be brick veneer or natural stone veneer construction. Without in any way limiting the provisions of the preceding sentence, it is expressly provided that no exterior walls of any dwelling unit shall be constructed of asbestos shingles, concrete blocks or stucco. The type of exterior walls to be constructed in any dwelling unit must be approved in writing by the Architectural Control Committee before construction is begun.

6. No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans,

-3-

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: MAY 04 2000

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Sharon J. Grasshoff* Deputy  
SHARON J. GRASSHOFF

DEED RECORDS  
VOL. 3054 PAGE 122

specifications and plot plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in this subdivision, and as to location of the building with respect to topography and finished ground elevation by the committee composed of James E. Lyon, Elton Brimberry and Colquitt Skidmore, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease January 1, 1981. Thereafter the approval described in these covenants shall not be required, unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the subdivision and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

7. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No spiritous, vinous, or malt or medicated bitters capable of producing intoxication shall ever be sold, or offered for sale on any residential lot or any part thereof, nor shall said property or any part thereof be used for illegal or immoral purposes.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

MAY 04 2000

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Sharon J. Grasshoff*, Deputy  
SHARON J. GRASSHOFF

DEED RECORDS  
VOL. 3054 PAGE 123

9. No trailer, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence; except that builders actually engaging in the construction of residences on any of the property shall be entitled to erect and maintain temporary buildings necessary in connection with such construction, provided, however, that all such temporary buildings must be removed from the property not later than December 31, 1958.

10. Main dwellings shall be constructed fronting on the street upon which the lot, as originally dedicated, fronts.

11. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or large signs used by a builder to advertise the property during the construction and sale period.

THE RESTRICTIONS SET FORTH IN PARAGRAPHS NUMBERED 1 THROUGH 11 SHALL APPLY TO RESIDENTIAL LOTS ONLY. THE PROVISIONS SET FORTH IN PARAGRAPHS NUMBERED 12 THROUGH 20 SHALL APPLY EQUALLY TO RESIDENTIAL AND BUSINESS LOTS.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

15. No individual water supply system shall be permitted on any lot.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

MAY 04 2000

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Sharon J. Grasshoff* Deputy  
SHARON J. GRASSHOFF

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

17. No individual sewage disposal system shall be permitted on any lot.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages.

20. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY  
MAY 04 2000

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Sharon J. Grasshoff*, Deputy  
SHARON J. GRASSHOFF

which shall remain in full force and effect.

EXECUTED this 31<sup>st</sup> day of October, 1955.

ATTEST:

*[Signature]*  
Secretary

BETHLY CORPORATION

By *[Signature]*  
President

The undersigned, being the owners and holders of liens against the property covered by the foregoing restrictions, do hereby acknowledge that the liens held by the undersigned shall be subject to the restrictions and covenants contained in the foregoing instruments.

EXECUTED this 5<sup>th</sup> day of November, 1955.

*[Signature]*  
(Edgar E. Lackner)

*[Signature]*  
(Fred W. Lackner, Jr.)

INDEPENDENT EXECUTORS AND TRUSTEES  
UNDER THE WILL AND OF THE ESTATE  
OF MRS. LAURA LACKNER, DECEASED.

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared J. E. LYON, President of BETHLY CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said BETHLY CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 4<sup>th</sup> day of ~~October~~, 1955.  
November

*[Signature]*  
Notary Public in and for Harris  
County, Texas.

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: MAY 04 2000  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]* Deputy  
SHARON J. GRASSHOFF

030-51-018713

DEED RECORDS  
VOL. 3054 PAGE 127

THE STATE OF TEXAS }  
COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, on this day personally appeared FRED W. LACKNER, JR. and EDGAR E. LACKNER, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacities therein stated.

GIVEN under my hand and seal of office, this 5<sup>th</sup> day of November, 1955.

Eva Jahnke (Eva Jahnke)  
Notary Public in and for Harris  
County, Texas.

Filed for Record Nov 5, 1955 at 3:00 o'clock P  
Recorded Dec 8, 1955 at 4:06 o'clock P  
W. D. MILLER, Clerk County Court Harris County, Texas.  
By E. J. [Signature] Deputy

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR, OR RACE, IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: MAY 04 2000  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

Sharon J. Grasshoff Deputy  
SHARON J. GRASSHOFF

DEED RECORDS  
VOL. 3054 PAGE 127